



POLICIES

WAREHOUSE HOURS

Monday-Friday 7:30am - 4:00pm (excluding Public Holidays)

GST

All rates quoted are EXCLUSIVE of GST.

SECURITY PROCEDURE

All visitors are requested to sign in and out via the Visitor's Register located at the office. No entry to stores is permitted unless this procedure is followed. Removal or entry of stock by visitors must be accompanied by an order form, to allow the inventory system to be maintained accurately.

INSURANCE

Insurance remains the sole responsibility of our client. We refer you to our standard terms and conditions of warehousing and cartage.

TRADING TERMS

Like all companies, our trading terms are vital and we respectfully bring them to your attention. Our trading week ends each Friday evening and all accounts are strictly seven (7) days from week ending date. Contract Warehousing reserves the right to hold orders from being processed if payment is not made. Credit requests must be made within fourteen (14) days or they will not be considered.

TERMS & CONDITIONS

This proposal is to be read in conjunction with Contract Warehousing' current Terms & Conditions of Warehousing and Cartage.



TERMINATION

It is agreed that ninety (90) days' written notice be received should it be your intention to terminate this agreement and that any outstanding monies be paid in full and funds cleared prior to any stock being removed. This termination is based on the current stock holding and/or the minimum storage level whichever is the greater.

TENURE OF PROPOSAL

The rates herein are exclusive to this proposal and upon your signed acceptance below these rates will become effective and will be held firm (excluding abnormal increases which include fuel surcharges, wages, wharf or demurrage charges etc.) for a period of twelve (12) months.

ACCEPTANCE

A clear understanding and acceptance of the rates and services proposed herein, and the current Standard Terms & Conditions of Warehousing and Cartage. Please sign each page and return by fax.

ACCEPTED BY _____
POSITION _____
SIGNATURE _____
DATE _____



STANDARD TERMS & CONDITIONS OF WAREHOUSING

1. In these terms and conditions unless the context otherwise requires - Company shall mean Contract Warehousing Pty Ltd ABN, 44 003 416 073 its employees, servants, agents and sub-contractors. Customers shall mean the person authorising the performance of the work by the Company and any person on whose behalf the authority is given. Goods shall mean the goods received or to be received by the Company from the Customer for warehousing.
2. The Customer hereby authorises the Company (if it should think fit to do so) to sub-contract the whole or any part of the warehousing.
3. The Company shall not be bound to deliver any goods, except to the Customer, or a person authorised in writing by the Customer to receive such goods.
4. The Customer warrants that it is the owner of the goods, or has the authority to deal with the goods and to enter into this contract.
5. (a) The Customer warrants that it will not, except in compliance with the provisions of sub clause (b) of this Clause cause to be introduced into the Company's warehouse any goods of a dangerous or hazardous nature or which are likely to cause infestation by vermin or pest.
(b) The Customer may request the warehousing of goods of a dangerous or hazardous nature provided that the Customer shall at the time of such request fully disclose to the Company in writing precise details of dangerous or hazardous goods and the Company may accept or decline such requests. The Customer may similarly make a request in respect of goods likely to cause infestation by vermin or pest and the Company may accept or decline such requests.
(c) In the event of discovery by the Company of dangerous or hazardous goods not disclosed, or of goods likely to encourage infestation by any vermin or pest, the Company may take reasonable action in relation thereto including to remove, destroy or otherwise dispose of or treat the same at the expense of the Customer, all costs incurred by non-disclosure to be recoverable from the Customer.
6. In the event that the Company at the request of the Customer under takes any carriage of goods, such carriage shall be subject to the Company's then current conditions of cartage.
7. On receipt of the goods into the warehouse, the company shall prepare such record of the goods as may be agreed with the Customer and shall provide a copy thereof to the Customer. If the Customer signs such records or a copy thereof (or does not so sign and fails to object to such record within seven (7) days of receipt thereof from the Company) such record shall be conclusive evidence of the goods received by the Company. Such record shall disclose only visible items and not any contents thereof unless the Customer shall so specify, in which case the Company shall be entitled to make a reasonable additional charge for the preparation of such record.
8. The Customer shall pay all warehousing and other charges calculated in accordance with the Company's schedule of charges from time to time current and payable in respect of the goods. The Company shall be entitled to charge interest on any amount payable under this contract and overdue for more than thirty (30) days at the maximum commercial overdraft interest rate for amounts not exceeding \$100,000 charged by the Company's bankers.
9. All goods of the Customer received by the Company shall be subject to a general lien for any moneys due by the Customer to the Company in accordance with the Warehousemen's Liens Act 1935. If such moneys have been outstanding for a period of three calendar months, the Company may give 28 days' written notice by registered or certified mail to the Customer of its intention to sell and if the amount due is not paid within such period, may (without prejudice to any other rights which the Company may have under this contract or otherwise at law) sell all or any of the goods in accordance with the Warehousemen's Liens Act 1935 by public auction or private treaty and apply the net proceeds in satisfaction of the amount due and hold the balance, if any, on account of the Customer.
10. The Company is authorised to remove the goods from one warehouse to another without cost to the Customer.
11. The Company shall be entitled at any time to give written notice to the Customer by registered or certified mail requiring the Customer to remove the goods from warehouse within 28 days or any longer period specified in such notice and in the event of a failure by the Customer to so remove the goods, the Company may (without prejudice to any other rights or obligations which the Company may have under this contract or otherwise at law) sell all or any of the goods in accordance with the Warehousemen's Liens Act 1935 and apply the net proceeds in satisfaction of any amount owing by the Customer to the Company and hold the balance, if any, on account of the Customer.
12. (a) Unless otherwise expressly agreed in writing, the goods shall at all times be at risk of the Customer and no responsibility in tort or contract or otherwise will be accepted by the Company for any loss of or damage to or deterioration of or failure to deliver or delay or misdelivery of the goods how so ever caused. This disclaimer extends to include not only loss of or damage to the goods themselves, but any loss consequently or otherwise arising from any such loss or damage.
(b) The provisions of this clause shall apply irrespective of the manner in which or the time at which or the reason whereby any such loss, damage, deterioration, failure to deliver, delay in delivery, misdelivery or injury may have occurred and notwithstanding that the same may have been due to or occasioned by or may have arisen as a result of or as incidental or subsequent to any breach of this contract or any condition thereof or any negligence or any wilful act or omission or any misconduct on the part of the Company or any of its servants or agents and notwithstanding that the circumstances or cause of such loss, damage, failure to deliver, delay in delivery or misdelivery of the goods or any part thereof may not be known to the company.
13. Insurance will not be arranged by the Company except with the express instructions in writing of the Customer and then only as agent for and at the expense of the Customer. The Customer is entitled to arrange insurance with an insurer of the Customer's choice.
14. Any notice given hereunder may unless otherwise provided be given to the Customer by post or fax at the last address of the Customer known to the Company.
15. The Company shall not be bound by any arrangement or waiver purporting to vary these conditions unless such arrangement or waiver shall be in writing and signed on behalf of the Company by the chief executive officer of the Company.
16. Notwithstanding any conditions herein limiting or excluding the liability of the Company, the Company shall continue to be subject to any implied warranty provided by the Trade Practices Act 1974 if and to the extent to which any such warranty applied to the services to be provided by the Company under this contract and to the extent that the exclusion, restriction or modification of any such warranty is prevented.
17. As from 1 July 2000, we will be required to charge 10% GST on both our services provided to you and disbursements incurred by us undertaking our work on your behalf.

For Contract Warehousing Pty Ltd

For

Date

Date

Contract Warehousing Pty Ltd
Head Office
1/3 Packard Avenue
CASTLE HILL NSW 2154

ABN 44 003 416 073
Tel: (02) 9899 7777
Fax: (02) 9899 4373
Email: kym@tndc.com.au



STANDARD TERMS & CONDITIONS OF CARTAGE

1. In these conditions- Carrier shall mean Contract Warehousing Pty Ltd ABN 44 003 416 073 , its employees, servants, agents and sub-contractors now or hereafter. Sub-contractor shall mean and include
 - (i) All companies which are now subsidiaries of the Carrier within the meaning of that expression as defined in Section 7 of the Companies (New South Wales) Code.
 - (ii) Railways operated by the Commonwealth or any State.
 - (iii) Any other person, firm, corporation or company with whom the Carrier may arrange for the carriage of any goods the subject of this contract and any person who is now or hereafter an employee, servant, agent or sub-contractor of any of the persons referred to in (i), (ii) and (iii) above.
 - (iv) "Sender" shall mean the person authorising the cartage of the goods, and shall include the owner of the goods and any agent acting on behalf of the owner and shall also include any other party acting as consignor.
2. The Carrier is not a Common Carrier and will accept no liability as such. All articles are carried or transported and all storage and other services are performed by the Carrier subject only to these conditions and the carrier reserves the right to refuse the carriage, storage or transport of articles for any person, firm, corporation or company and the carriage, storage or transport of any class of articles at its discretion.
3. The Sender hereby authorises the Carrier (if it should think fit to do so) to arrange with the sub-contractor, sub-contractors or any other party for the carriage, transport, storage or the provision of any other services in relation to the goods, the subject of this Contract. Any such arrangement shall be deemed to be ratified by the Sender upon delivery of the said goods to such sub-contractors who shall thereupon be entitled to the full benefits of these terms and conditions to the same extent as the Carrier, insofar as it may be necessary to ensure that such sub-contractor or sub-contractors shall be so entitled the Carrier shall be deemed to enter into this contract for its own benefit and also as agent and trustee for the sub-contractor, sub-contractors or such other party.
4. The Sender hereby acknowledges that the Carrier is not an insurer of goods and that unless requested to arrange insurance on the Sender's behalf on the face hereof, the Carrier does not effect insurance on behalf of the Sender and that the Sender should arrange for any insurance required.
5. If the Sender expressly or impliedly instructs the Carrier to use or it is expressly or impliedly agreed that the Carrier will use a particular method of handling or storing the goods or a particular method of carriage or transport whether by road or rail, sea or air the Carrier will give priority to that method but reserves the right to use any and may use any other method or methods at its uncontrolled discretion and the Sender hereby authorises the Carrier to handle or store or to carry or transport or have the goods carried or transported by such other method or methods in which event the conditions of this contract shall continue to apply.
6. The goods are at the risk of the Sender and not the Carrier and unless expressly agreed in writing and subject to Clause 14 hereof, the Carrier shall not be responsible in tort or contract or otherwise for any loss of or damage to or deterioration of goods or misdelivery or failure to deliver or delay in delivery of goods including chilled, frozen refrigerated or perishable goods either in handling in transit or in storage for any reason whatsoever including without limiting the foregoing the negligence or wilful act of default of the Carrier or others and this clause shall apply to all such loss of or damage to or deterioration of goods or misdeliveries; or failure to deliver or delay in delivery of goods as aforesaid whether or not the same occurs in the course of performance by the Carrier of the contract in events which are in the contemplation of the Carrier and of the Sender or in events which are foreseeable by them or in events which would constitute a fundamental breach of the contract or a breach of fundamental term thereof, and the Sender hereby indemnifies the Carrier against all and any loss, damage or expense sustained by any person, firm, corporation or company including the Carrier by reason of any such loss, damage, deterioration, misdelivery, non-delivery or delay in delivery of the goods.
7. The Carrier is authorised to deliver the goods at that address given to the Carrier by the Sender for that purpose and without prejudice to any other method of proof, it is expressly agreed that the Carrier shall be deemed to have delivered the goods in accordance with this contract if at that address he obtains from any person a receipt or signed delivery docket for the goods. Where goods are accepted for forwarding by rail to an address in a town or other place where the Carrier has no receiving depot, it is expressly agreed that the Carrier will be deemed to have duly delivered the goods according to this contract if they are delivered to the nearest rail head.
8. It is agreed that the person delivering the goods subject of this contract to the Carrier whether for carriage, transport, storage or otherwise is authorised to sign this Consignment Note and to accept the condition hereof on behalf of the Sender.
9. The Sender expressly warrants with the Carrier that the Sender is either the owner or the authorised agent of the owner of the goods the subject of this contract and by entering into this contract accepts these conditions of contract for the Receiver as well as for all other persons on whose behalf the Sender is acting.
10. In respect of Contracts made in Queensland these conditions shall be read subject to the Carriage of Goods by Land (Carriers' Liability) Act 1967 of that State but except; where repugnant to the provisions of that Act shall continue to apply.
11. The Carrier's charges shall be considered earned as soon as the goods are loaded and despatched from the Sender's premises as authorised by the Sender.
12. The Sender will be and remain responsible to the Carrier for all its proper charges incurred for any reason. A charge may be made by the Carrier in respect of any delay in excess of 30 minutes in loading or unloading occurring other than from the default of the Carrier. Such permissible delay period shall commence upon the Carrier reporting for loading. Labour to load or unload the vehicle shall be the responsibility of the Sender or Receiver.
13. If any person, firm, corporation or company fails to pay charges due to the Carrier in respect of any service rendered by the Carrier whether under this contract, another contract or otherwise and whether such other contract was entered into prior to, concurrently with or after this contract on reasonable demand being made, the Carrier may detain and or sell all or any of the goods of that person, firm, corporation or company which are in its possession and out of the moneys arising from such sale retain charges so payable and all charges and expenses of the detention and or sale and shall render the surplus, if any, of the moneys arising from the sale and such of the goods as remain unsold to the party entitled thereto. Any such sale shall not prejudice or affect the right of the Carrier to recover from the party liable to pay the same any such charges due or payable in respect of such service or the said detention and/or sale.
14. The Sender or his authorised agent shall not tender for carriage, transport or storage any explosives, inflammable, volatile, offensive or otherwise dangerous or by reason of any breach of this clause by the Sender and the Sender hereby indemnifies the Carrier against all and any such loss, damage or expenses sustained by the Carrier of any other person occurring wholly or partly as a result of or arising out of the Sender's failure to comply with this warranty including without limiting the foregoing the Carrier's liability for death or bodily injury.
15. Whereby a written agreement signed by an executive of the Carrier, the Carrier becomes responsible for damage to or loss of goods, no claim for such loss or damage will be allowed unless lodged in writing to an office of the Carrier in the State in which delivery was effected within seventy-two (72) hours after delivery was given or in the case of non-delivery to an office of the Carrier in the State in which delivery should have been effected within fourteen (14) days of the date of contract.
16. All goods received by the Carrier for carriage, transport or storage are accepted subject to the condition that the Carrier will accept no responsibility for the collection of cash on delivery payments on behalf of the Sender or any other person, firm, corporation or company. When the goods are tendered by any person with instructions for the Carrier to collect such payments, the Carrier shall not be bound by such instructions notwithstanding that the Carrier may accept the goods as tendered and perform services of carriage, transport or storage in relation to those goods.
17. The conditions of this contract shall apply to the container or other packaging containing the goods and to any pallet or pallets delivered with the goods to the Carrier. The Sender shall be responsible for the conformity of such containers, packaging and pallets.
18. Notwithstanding anything herein contained, the Carrier shall continue to be subject to any implied warranty provided by the Trade Practices Act, 1974 (as amended) if and to the extent that the said Act is applicable to this contract and prevents the exclusion, restriction or modification of that warranty.
19. As from 1 July 2000, we will be required to charge 10% GST on both our services provided to you and disbursements incurred by us in undertaking our work on your behalf.

For Contract Warehousing Pty Ltd

For

Date

Date

Contract Warehousing Pty Ltd
Head Office
1/3 Packard Avenue
CASTLE HILL NSW 2154

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